

**INVITATION FOR BIDS
IFB**

Issue Date: February 12, 2007

Reference No: FS07026

Title: Motor Truck Scale Platform Replacements

Commodity Code: 780-84

Issuing Agency:

Commonwealth of Virginia
Department of Motor Vehicles
2300 West Broad Street
Richmond, Virginia 23220

**Using Agency And/Or Location
Where Work Will Be Performed:**

Dumfries Motor Carrier Service Center
I-95, Mile Marker 154N – Prince William County

SEALED Bids Will Be Received Until 3:00 p.m. on March 22, 2007 For Furnishing The Services Described Herein, And Then Opened In Public at 3:00 p.m., March 23, 2007.

All Inquiries For Information Should Be Directed To: Michael G. Baxter, Director of Facilities: Phone: (804) 367-0048, Fax: (804) 367-6676.

IF BIDS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF BIDS ARE HAND DELIVERED, DELIVER TO: Department of Motor Vehicles, Facilities Services and Planning Administration, 2300 West Broad Street, Security Desk, Richmond, Virginia 23220.

In Compliance With This Invitation For Bids And To All The Conditions Imposed Therein, The Undersigned Offers And Agrees To Furnish The Services At The Price(s) Indicated In Section XI, Pricing Schedule.

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 11-35.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

Virginia Contractor License Number: _____

Name And Address Of Firm:

Date: _____

By: _____

Signature In Ink

_____ Zip Code: _____

Name: _____

Print

FEI/FIN NO. _____

Title: _____

Telephone Number (_____) _____

Cell Phone Number (_____) _____

PRE-BID CONFERENCE: A **Mandatory** Pre bid Conference Will Be Held On **March 2, 2007 At 10:00 AM** at the DMV Headquarters Building, 2300 West Broad Street, Conference Room 702, Richmond, Virginia 23220.

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I. **PURPOSE:**

It is the intent of these specifications to describe the design and technical requirements for electronic motor truck scale platforms (scales) to be utilized at the Virginia Department of Motor Vehicles (DMV) Motor Carrier Service Center (weigh station) in the enforcement of the laws of the Commonwealth. The following text and drawings are intended to give the successful bidder the scope of the associated invitation for bid and provide requirements necessary to supply the Department with the correct scales.

II. **DMV MOTOR CARRIER SERVICE CENTER LISTING:**

Dumfries Motor Carrier Service Center
I-95, Mile Marker 154N, - Prince William County
Ezra Randle (703) 221-5344

III. **SCOPE OF WORK:**

The Contractor shall supply and install six (6) individual scale platforms (three (3) each per direction of travel) at the weigh station as detailed below.

The above equates to six (6) individual scale platforms each as detailed in the accompanying text and drawings.

The scales described below are intended to replace worn equipment currently in service and must be able to interface with existing **Weigh-Tronix Model 125 electronic digital scale indicators currently installed at the selected weigh stations.**

The current scale arrangement at the selected weigh stations is in a common pit (see attached dwgs.) with one (1) 10 ft. x 10 ft., one (1) 10 ft. x 24 ft., and one (1) 10 ft. x 34 ft. scale platform per direction of travel. Each individual existing scale platform is of concrete and steel weigh bridge construction connected to a Fairbanks Type "S" Levertronic lever system.

The Contractor shall furnish all scale equipment, hardware, software, documentation, engineering, labor, warranties, and services necessary for the removal and disposal of existing scales, pit modifications and, delivery/installation of the fully operational scales as specified herein.

The Contractor is responsible for the removal and disposal of the existing scale platforms/weighbridges.

The Contractor shall remove and dispose of all lever system components not deemed re-useable by DMV's Motor Carrier Technical Services section.

The Contractor shall provide DMV a schedule of commencement and completion dates prior to beginning the installations.

It is the desire of DMV to have the scale replacement project completed and invoiced prior to June 16, 2006.

1. **Scale Pit Construction/Modification**

The contractor is responsible for reconfiguring/modifying the existing scale pit to accept the new scales as follows:

Removal of existing concrete piers. (Note: Excavation of piers must be at least one (1) inch into existing pit floor/wall surfaces)

Removal/disposal of existing box spacer beams and reconfiguration of pit walls upon removal. (Note: Each box beam wall and bearing seat is to be sand blasted and coated with EP-6 epoxy prior to concrete placement. Four (4) each per direction of travel.) (See attached dwg.)

Placement of new concrete piers as per construction drawing (attached) to accept new scales.
(Note: Concrete for piers is to be a 3,500 psi mixture.)
(Note: All pier bearing seats to be truly level, level with other seats and in the same plane.)
(Note: All reinforcement steel to be epoxy coated.)

Repair and refinish concrete in areas where existing piers were removed but not replaced. (Note: Contractor to use DMV approved patch compound)

2. **Scale Installation**

The contractor is responsible for the supply and installation of the prescribed scale platforms as follows:

Installation of base plates/bearing plates into the modified existing scale pit as per manufacturer's specifications and attached drawings utilizing a manufacturer approved non-shrinking/non-metallic grout. (Note: This task should be completed prior to scale platform installation to allow time for inspection and acceptance of modified pit by DMV's Technical Services staff.)

Responsible for the off loading, placement and hook up of scale platforms and components as per manufacturer's specifications to assure proper operation of the completed scale.

Provide, pour, and finish concrete for platform decks with a 5000 psi mixture. (Note: Contractor to provide, place, and remove sufficient cribbing/scaffolding to support the weight of the scale platforms and concrete during the pouring and curing of concrete.)

Responsible for work site clean up upon completion of installation.

3. **Acceptance Testing**

Upon completion and acceptance of the scale platform installation as described above the finished scale shall pass accuracy testing in accordance with the National Institute of Standards and Technology's Handbook 44 (latest edition) for a new in service Class IIIL weighing device.

The above test will be performed by DMV's Technical Services staff utilizing the department's known test standards.

IV. **PRODUCT DATA:**

Each supplied individual scale shall be an Avery Weigh-Tronix Model # FCTS MCTM 7010-100HD3C or equal (10, 24, 36), to include manhole access as per attached dwgs.

V. **CONTRACTOR PERFORMANCE:**

The Contractor shall be a Class A registered Contractor in the Commonwealth of Virginia for a minimum of two (2) years under the same business name. The Contractor shall be registered under the established regulations as established and revised by the Virginia Board of Contractors, Department of Professional and Occupational Regulations.

The Contractor shall provide all labor, materials, insurance, bonds, transportation, etc. to fully support this construction contract.

The Contractor shall assign a contact person to this contract that is available from 7:00 am – 5:00 PM on weekdays. After hours, the General Contractor shall provide for an on-call service for DMV.

The Contractor shall not assess delay claims against DMV due to delays that are beyond DMV's control.

The Contractor shall perform all work in accordance with the standards and practices applicable to the trades with personnel certified in the trades.

The Contractor shall adhere to the quality of work as defined in the American Institute of Architect's Master Spec, the Virginia Department of Transportation Road and Bridge Specifications, and prevailing trade certifications.

The Contractor shall adhere to all applicable state and federal codes including the Virginia Uniform Statewide Building Code and the Virginia Department of Labor and Industry Standards for job safety.

The Contractor shall provide all first quality materials that comply with the American Society for Testing Materials (ASTM).

The Contractor shall have provided services during the recent two (2) years either for a government entity or private business on parking lot, highway construction/repair, or easement development. The Contractor will have performed in excess of \$100,000 in renovations, maintenance/repairs, or new construction in one calendar year for the contract.

The Contractor shall be financially sound and capable of carrying the cost of materials and labor. The Contractor shall meet all employee payroll in a timely manner and shall pay any subcontractor within seven days of payment by DMV.

DMV will perform a credit check as part of the evaluation process to verify that the Contractor does not have a history of late payments, out standing debt or tax liens.

The Contractor shall have a substantial completion date and a final completion date on all work. The Contractor will be assessed actual damages for failure to meet final completion dates due to labor or material issues not the fault of DMV.

The Contractor shall co-ordinate all work of the trades on a project and provide on site supervision of all trades.

CONTRACTOR'S PERSONNEL:

1. General Requirements:

- (a) Contractor will screen and employ only qualified personnel who will be skilled in the performance of their duties and acceptable to DMV. Contractor agrees to immediately remove any employee DMV determines to be unacceptable.
- (b) Contractor agrees to have his/her employees follow all reasonable security procedures requested by DMV.
- (c) The Supervisor shall be responsible for the conduct and performance of the Contractor's employees, and compliance with the following rules:
 - (1) Contractor's employees appearing to be under the influence of alcohol or drugs shall not be permitted in the building or on the property.
 - (2) No loud or boisterous conduct will be permitted.

DMV reserves the right to request removal of any of the Contractor's employees from the building or property at any time for reasonable cause. The Contractor or the designated supervisory representative shall have such employee leave the facility premises upon receipt of such request.

SUB CONTRACTOR REQUIREMENTS:

The Sub contractors used by the Contractor in the performance of this contract shall be registered contractors in their specialties in the Commonwealth of Virginia for a minimum of two (2) years under the

same business name. The sub contractors shall be registered under the established regulations as established and revised by the Virginia Board of Contractors, Department of Professional and Occupational Regulations.

The sub contractor shall provide all labor, materials, insurance, bonds, transportation, etc. to fully support this construction contract.

The sub contractor shall have a credit rating of good or better.

VI. SUBMITTALS:

The forms in Attachment B shall be completed in their entirety for the Contractor to be considered. The Contractor shall submit a form for each sub contractor that they shall use.

The Contractor shall provide DMV a schedule of commencement and completion dates prior to beginning the installations.

VII. PRE-BID CONFERENCE: A **Mandatory pre-bid conference will be held on **March 2, 2007 At 10:00 AM** at the DMV Headquarters Building, 2300 West Broad Street, Conference Room 702, Richmond, Virginia 23220. The purpose of this conference is to allow potential Bidders an opportunity to present questions and obtain clarification relative to any facet of this solicitation.**

Due to the importance of all Bidders having a clear understanding of the scope of work and requirements for this solicitation, attendance at this conference is recommended.

Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

VIII. GENERAL TERMS AND CONDITIONS:

- A. VENDOR'S MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendor's Manual* and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.state.va.us/dps under "Manuals".
- B. APPLICABLE LAW AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The Contractor shall comply with applicable federal, state, and local laws and regulations.
- C. ANTI-DISCRIMINATION: By submitting their bids, Bidders certify to DMV that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and Section 11-51 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, Section 11-35.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the Contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. ETHICS IN PUBLIC CONTRACTING: By submitting their bids, Bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer, or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present, or promised, unless consideration of substantially equal or greater value was exchanged.
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their bids, the Bidders certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.
- F. DEBARMENT STATUS: By submitting their Bids, Bidders certify that they are not currently debarred from submitting Bids on contracts by any agency of the Commonwealth of Virginia, nor are they an agent of any person or entity that is currently debarred from submitting Bids on contracts by any agency of the Commonwealth of Virginia.
- G. ANTITRUST: By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title, and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS: Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. **Return of the complete document is required.** Modification of or additions to any portion of the Invitation for Bid may be cause for rejection of the bid; however, DMV reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, DMV may, in its sole discretion, request that the Bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
- I. CLARIFICATION OF TERMS: If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the buyer whose name appears

on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. PAYMENT:

1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the Department of Motor Vehicles, Financial Management Services, P.O. Box 25700, Richmond, Virginia 23260. All invoices shall show the state contract number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that those charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia* § 2.2-4363).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from DMV for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify DMV and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from DMV, except for amounts withheld as stated in 2. above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the

addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of DMV.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition of the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
- K. PRECEDENCE OF TERMS: The following General Terms and Conditions *VENDORS MANUAL*, *APPLICABLE LAWS AND COURTS*, *ANTI-DISCRIMINATION*, *ETHICS IN PUBLIC CONTRACTING*, *IMMIGRATION REFORM AND CONTROL ACT OF 1986*, *DEBARMENT STATUS*, *ANTITRUST*, *MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS*, *CLARIFICATION OF TERMS*, *PAYMENT* shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. QUALIFICATIONS OF BIDDERS: DMV may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the work/furnish the item(s) and the bidder shall furnish to DMV all such information and data for this purpose as may be requested. DMV reserves the right to inspect bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. DMV further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy DMV that such bidder is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.
- M. TESTING/INSPECTION: DMV reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specifications.
- N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the Contractor in whole or in part without the written consent of DMV.
- O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any one of the following ways:
1. DMV may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to things such as the method of packing or shipment and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give DMV a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to DMV's right to audit the Contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the Contractor to proceed with the work and to keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present DMV with all vouchers and records of expenses incurred and savings realized. DMV shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in

price under this provision must be asserted by written notice to DMV within thirty (30) days from the date of receipt of the written order from DMV. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia's Vendor's Manual. Neither the existence of a claim or a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by DMV or with the performance of the contract generally.

2. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
- P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, DMV, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which DMV may have.
- Q. INSURANCE: By signing and submitting a bid under this solicitation, the Bidder certifies that if awarded the contract, it will have the following insurance coverages at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*.

The Bidder further certifies that the contractor and any subcontractor will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

During the period of the contract DMV reserves the right to require the Contractor to furnish certificates of insurance for the coverages required.

Insurance Coverages and Limits Required:

Workers' Compensation--Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.

Employers Liability - \$100,000.

Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The DMV must be named as an additional insured and so endorsed on the policy.

Automobile Liability - \$1,000,000 – Combined single limit.

A thirty days' written notice of cancellation or nonrenewal shall be furnished by certified mail to DMV at the address indicated on the solicitation.

- R. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the first floor bulletin board, on the DMV web site (www.dmvnow.com) and on the DGS/DPS eVA web site (www.eva.state.va.us) for the minimum of 10 days.

- S. DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- T. NONDISCRIMINATION OF CONTRACTORS: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, or disability or against faith-based organizations. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- U. TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- V. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION: The eVA Internet electronic procurement solution, web site portal www.eVA.virginia.gov streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders must register in eVA; failure to register will result in the bid being rejected.
- a. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, and electronic bidding and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
 - b. eVA Premium Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate Transaction Fee specific below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.
 - c. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
 - d. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

- W. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that DMV shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

IX. SPECIAL TERMS AND CONDITIONS:

- A. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this bid, no indication of such sales or services to DMV will be used in product literature or advertising. The Contractor shall not state in any of the advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
- B. ASBESTOS: Whenever and wherever during the course of performing any work under this contract, the Contractor discovers the presence of asbestos or suspects that asbestos is present, he shall stop the work immediately, secure the area, notify the Building Owner and await positive identification of the suspect material. During the downtime in such a case, the Contractor shall not disturb any surrounding surfaces but shall protect the area with suitable dust covers. In the event the Contractor is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the Contractor but without additional compensation due to the time extension.
- C. AUDIT: The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. DMV, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- D. AWARD OF CONTRACT: Awards are made to the lowest responsive and responsible Bidder. Due consideration will be given to price, previous experience, and the ability of the bidder to render required services. DMV reserves the right to conduct any test it may deem advisable and to make all evaluations. DMV reserves the right to reject any and all bids in whole or in part, to waive any informality, and to delete items prior to making an award.
- E. BID ACCEPTANCE PERIOD: Any bid in response to this solicitation shall be valid for 45 days. At the end of the 45 days the bid may be withdrawn at the written request of the Bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
- F. CONFLICT OF INTEREST: The Contractor warrants that he has fully complied with the State and Local Government Conflict of Interests Act (Section 2.1-639.1 et seq. of the Code of Virginia), The Virginia Governmental Frauds Act (Section 18.2-498.1 et seq.), Articles 2 and 3 of Chapter 10 (Crimes Against the Administration of Justice) of Title 18.2, and Article 4 (Ethics in Public Contracting) of the Public Procurement Act (Section 11-72 et seq.).
- G. CONTRACTOR REGISTRATION: If a contract for construction, removal, repair, or improvement of a building or other real property is for seventy thousand dollars (\$70,000) or more, or if the total value of all such contracts undertaken by Bidder within any twelve-month period is five hundred thousand dollars (\$500,000) or more, the Bidder is required under Title 54, Code of Virginia (1950), as amended, to be licensed by the State Board of Contractors as a "CLASS A CONTRACTOR". If such a contract is for seventy five hundred dollars (\$7,500) or more (one thousand dollars [\$1,000] for electrical, plumbing and HVAC work) but less than seventy thousand (\$70,000), the Bidder is required to be licensed as a "CLASS B CONTRACTOR". If such a contract is for one thousand dollars (\$1,000) or more but less than seventy five hundred dollars (\$7,500) and is not for electrical, plumbing and HVAC work, the Bidder is required to be licensed as a "CLASS C CONTRACTOR". The Bidder shall place on the outside of the envelope containing the bid and shall place in the bid over his signature whichever of the following notations is appropriate inserting his contractor license number:

Licensed Class A Virginia Contractor No. _____
Specialty No. _____

Licensed Class B Virginia Contractor No. _____
Specialty No. _____

Licensed Class C Virginia Contract No. _____
Specialty No. _____

If the Bidder shall fail to provide this information on his bid or on the envelope containing the bid and shall fail to promptly provide said Contractor license number to DMV in writing when requested to do so before or after the opening of Bids, he shall be deemed to be in violation of Section 54-1115 of the Code of Virginia (1950), as amended, and his bid will not be considered.

If a Bidder shall fail to obtain the required license prior to submission of his bid, the bid shall not be considered.

H. BID EVALUATION PROCEDURES:

Total lump sum bid of materials and labor.

- I. IDENTIFICATION OF BID ENVELOPE: If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid should be returned in a separate envelope or package, sealed and identified as follows:

From: _____	<u>March 22, 2007</u>	<u>3:00 p.m.</u>
Name of Bidder	Due Date	Time
_____	<u>FS07026</u>	
Street or Box Number	IFB No.	
_____	<u>Motor Truck Scale Platform Replacement</u>	
City, State, Zip Code	IFB Title	

Name of Contract Officer: Michael Baxter, Director of Facilities

The envelope should be addressed as directed on Page 1 of the solicitation.

If a bid not contained in the special envelope is mailed, the Bidder takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the bid to be disqualified. Bids may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids should be placed in the envelope.

- J. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods, or equipment delivered.
- K. PERFORMANCE AND PAYMENT BONDS: The successful bidder shall deliver to the purchasing office executed Commonwealth of Virginia Standard Performance and Labor and Material Payment Bonds, each in the sum of the contract amount, with the Commonwealth of Virginia as obligee. The surety shall be a surety company or companies approved by the State Corporation Commission to transact business in the Commonwealth of Virginia. No payment shall be due and payable to the contractor, even if the contract has been performed in whole or in part, until the bonds have been delivered to and approved by the purchasing office. Standard bond forms will be provided by the purchasing office prior to or at the time of award. When the value of work for

a General Contractor exceeds \$100,000.00 during the contract period (this includes initial award and all subsequent renewals), the General Contractor shall provide the Agency these bonds.

- L. PARKING: Prior to the Contractor starting work, the Agency will designate an area near the site for the Contractor's employees and others connected with the work to park vehicles. Parking shall be restricted to this area.
- M. SAFETY STANDARDS: All personnel shall at all times wear approved clothing, hard hats, safety vest, and any other equipment required to meet OSHA standards. They will obey all safety rules and regulations and will not create hazardous conditions within the operation. The Contractor must meet motor carrier safety regulations (Federal and State), as applicable. It is the Contractor's responsibility to ensure the OSHA regulations are met in all applicable areas for all exposures encountered during the term of the contract.
- N. CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT: By my signature on this solicitation, I certify that this firm/individual and subcontractor is properly licensed for providing the goods/services specified.
- Contractor Name:_____ Subcontractor Name:_____
- License # _____ Type _____
- O. FINAL INSPECTION: At the conclusion of the work, the contractor shall demonstrate to the authorized owners representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor's sole expense prior to final acceptance of the work.
- P. PRODUCT INFORMATION: The bidder/offeror shall clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the bid/proposal to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. Failure to do so may cause the bid/proposal to be considered nonresponsive.
- Q. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE: Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the Contractor is encouraged to offer such business to minority and/or women-owned businesses. Names of firms may be available from the buyer and/or from the Division of Purchases and Supply. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office the following information: name of firm, phone number, total dollar amount subcontracted, and type of product/service provided.
- R. PRIME CONTRACTOR RESPONSIBILITIES: The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- S. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish DMV the names, qualifications, and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- T. SUPERVISION BY CONTRACTOR: The Contractor shall, at all times, enforce strict discipline and good order among the workers performing under the Contract, and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him.

- U. WORK SITE DAMAGES: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the contractor's expense.
- V. eVA Business-To-Government Contracts and Orders: The solicitation/contract will result one purchase order(s) with the eVA transaction fee specified below assessed for each order.
- a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
 - b. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, Capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, Capped at \$1,500 per order.

The eVA transaction fee will be assessed approximately 30 days after each purchase order is issued. Any adjustments (increases/decreases) will be handled through eVA change orders.

Internet electronic procurement solution, website portal www.eva.state.va.us , streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

- W. TELEPHONE NUMBERS: List the name or names of your company's point of contact along with their telephone and facsimile numbers below.

Name of Contact Person _____

Telephone: _____

Mobile/Cell Telephone: _____

Fax: _____

X. ADDITIONAL TERMS AND CONDITIONS FOR NON-CAPITAL OUTLAY CONSTRUCTION PROJECTS

1. DEFINITIONS
2. CONTRACT DOCUMENTS
3. LAWS AND REGULATIONS
4. SUBCONTRACTS
5. SEPARATE CONTRACTS
6. TAXES
7. PATENTS
8. INSPECTION
9. SUPERINTENDENCE BY CONTRACTOR
10. ACCESS TO WORK
11. AVAILABILITY OF MATERIALS
12. CONTRACTOR'S TITLE TO MATERIALS
13. WARRANTY OF MATERIALS AND WORKMANSHIP
14. USE OF PREMISES AND REMOVAL OF DEBRIS
15. PROTECTION OF PERSONS AND PROPERTY
16. CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE THE CONTRACT
17. OWNER'S RIGHT TO TERMINATE THE CONTRACT FOR CAUSE
18. TERMINATION BY OWNER FOR CONVENIENCE
19. GUARANTEE OF WORK
20. ASBESTOS

1. **DEFINITIONS:** Whenever used in this solicitation or in the contract documents, the following terms have the meanings indicated, which are applicable to both the singular and plural and the male and female gender thereof:

(a) **Agency:** The term, agency, unless otherwise indicated, shall mean DMV.

(b) **Commonwealth:** The term "Commonwealth" shall mean DMV which is the Commonwealth of Virginia through the governing Body, the Board, the Building Committee or other agent with authority to execute the contract for the institution or agency involved. The Commonwealth's agent is the official with the authority to sign the contract on behalf of the Commonwealth.

(c) **Construction:** As used in these documents shall include new construction, reconstruction, renovation, restoration, major repair, demolition and all similar work upon buildings and ancillary facilities owned or to be acquired by the Commonwealth and any draining, dredging, excavation, grading, or similar work upon real property.

(d) **Contractor:** The person, firm or corporation with whom DMV has entered into a contractual agreement and includes the plural number and the feminine gender when such are named in the contract as the contractor.

(e) **Defective:** An adjective which when modifying the word work, refers to work that is unsatisfactory, faulty, or deficient, or does not conform to the contract documents, or does not meet the requirements of any inspections, standard, test, or approval referred to in the contract documents, or has been damaged prior to final payment.

(f) **Emergency:** Any unforeseen combination of circumstances or a resulting state that poses imminent danger to health, life, or property.

(g) **Final Acceptance:** The agency's acceptance of the project from the contractor upon confirmation from the project inspector and the contractor that the project is totally complete in accordance with the contract requirements and that all defects have been eliminated. Final acceptance is confirmed by the making of final payment of the contract amount including any change orders or adjustment thereto.

(h) **Notice:** All written notices, demands, instructions, claims, approvals, and disapprovals required to obtain compliance with the contract requirements. Any written notice by either party to the contract shall be sufficiently given if delivered to or at the last known business address of the person, firm or corporation constituting the party to the contract, or to his, their or its authorized agent, representative or officer, or when enclosed in a postage prepaid envelope addressed to such last known business address and deposited in a United States mailbox.

(i) **Notice to Proceed:** A written notice given by DMV to the contractor fixing the date on which the contract time will commence for the contractor to begin the prosecution of the work in accordance with the requirements of the contract documents.

(j) **Owner:** The Commonwealth of Virginia, i.e., an agency, institution, or department, with whom the contractor has entered into a contract and for whom the work or services is to be provided.

(k) **Project Inspector:** One or more individuals employed by DMV to inspect the work and/or to act as clerk of the works to the extent required by DMV. DMV shall notify the contractor in writing of the appointment of such project inspector(s).

(l) **Provide:** Shall mean furnish and install ready for its intended use.

(m) **Submittal:** All drawings, diagrams, illustrations, schedules, and other data required by the contract documents which are specifically prepared by or for the contractor to illustrate some portion of the work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams, and other information prepared by a supplier and submitted by the contractor to illustrate material or equipment for some portion of the work.

(n) **Subcontractor:** An individual, partnership or corporation having a direct contract with contractor or with any other subcontractor for the performance of the work. It includes one who provides on-site labor but does not include one who only furnishes or supplies materials for the project.

(o) **Substantial Completion:** The work which is sufficiently complete, in accordance with the contract documents, so that the project can be utilized by DMV for the purposes for which it is intended.

(p) **Supplier:** A manufacturer, fabricator, distributor, material man, or vendor who provides material for the project but does not provide on-site labor.

(q) **Underground Facilities:** All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities which are or have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone, or other communications, cable television, sewage and drainage removal, traffic, or other control systems or water.

(r) **Work:** The entire completed construction or the various separately identifiable parts thereof required to be furnished under the contract documents. Work is the result of performing services, furnishing labor, and furnishing and incorporating materials and equipment into the construction, all as required by the contract documents.

2. **CONTRACT DOCUMENTS:**

(a) The contract entered into by the parties shall consist of the Invitation for Bids, the bid submitted by the contractor; General Terms and Conditions, these Additional Terms and Conditions; the Special Terms and Conditions; the drawings, if any; the specifications; and all modifications and addenda to the foregoing documents, all of which shall be referred to collectively as the contract documents.

(b) All time limits stated in the contract documents, including but not limited to the time for completion of the work, are of the essence of the contract.

(c) Anything called for by one of the contract documents and not called for by the others shall be of like effect as if required or called for by all, except that a provision clearly designed to negate or alter a provision contained in one or more of the other contract documents shall have the intended effect.

3. LAWS AND REGULATIONS:

(a) The contractor shall comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work and shall give all notices required thereby.

(b) This contract and all other contracts and subcontracts are subject to the provisions of Articles 3 and 5, Chapter 4, Title 40.1, *Code of Virginia*, relating to labor unions and the "right to work." The contractor and its subcontractors, whether residents or nonresidents of the Commonwealth, who perform any work related to the project shall comply with all of the said provisions.

(c) The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia and as issued by the Department of Labor and Industry under Title 40.1 of the *Code of Virginia* shall apply to all work under this contract. Inspectors from the Department of Labor and Industry shall be granted access to the work for inspection without first obtaining a search warrant from the court.

(d) Building Permit: Because this is a project of the Commonwealth of Virginia, codes or zoning ordinances of local political subdivisions do not apply. Building permits where required will be obtained and paid for by DMV. This does not include any local license fees, business fees or similar assessments which may be imposed by the appropriate political subdivision.

(e) The contractor, if not licensed as an asbestos abatement contractor or a RFS contractor in accordance with § 54.1-514, *Code of Virginia*, shall have all asbestos related work performed by subcontractors who are duly licensed as asbestos contractors or RFS contractors as appropriate for the work required.

4. SUBCONTRACTS:

(a) The contractor shall as soon as practicable after the signing of the contract, notify DMV in writing of the names of subcontractors proposed for the principal parts of the work. The contractor shall not employ any subcontractor that DMV may, within a reasonable time, object to as unsuitable. DMV will not direct the contractor to contract with any particular subcontractor unless provided in the specifications or bid form.

(b) DMV shall, on request, furnish to any subcontractor, if practicable, the amounts of payments made to the contractor, the Schedule of Values and Requests for Payment submitted by the contractor and any other documentation submitted by the contractor which would tend to show what amounts are due and payable by the contractor to the subcontractor.

(c) The contractor agrees that he is as fully responsible to DMV for the acts and omissions of his subcontractors, suppliers, and invitee upon the site of the project and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

5. SEPARATE CONTRACTS:

(a) DMV reserves the right to let other contracts in connection with the project, the work under which may proceed simultaneously with the execution of this contract. The contractor shall afford other separate contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work. The contractor shall cooperate with them and shall take all reasonable action to coordinate his work with theirs. If DMV has listed other separate contracts in the Invitation for Bids which it expects to proceed simultaneously with the work of the contractor, and has included the estimated timing of such other contracts in the Invitation for Bids, the contractor shall integrate the schedule of those separate contracts into his scheduling. The contractor shall make every reasonable effort to assist DMV in maintaining the schedule for all separate contracts. If the work performed by

the separate contractor is defective or performed so as to prevent this contractor from carrying out his work according to the drawings and specifications of this contract, this contractor shall immediately notify DMV upon discovering such conditions.

(b) If a dispute arises between the contractor and separate contractors as to their responsibility for cleaning up as required by Sections 18(c) and 18(d) of these Additional Terms and Conditions, DMV may clean up and charge the cost thereof to the respective contractors in proportion to their responsibility. If a contractor disputes DMV's apportionment of clean-up costs, it shall be that contractor's burden to demonstrate and prove the correct apportionment.

6. TAXES: The contractor shall, without additional expense to DMV, pay all applicable federal, state, and local taxes, fees, and assessments except the taxes, fees, and assessments on the real property comprising the site of the project. If the State Building Official elects to have the local building official inspect the work as provided by § 36-98.1 of the *Code of Virginia*, DMV will pay the resulting fees to the local building official.

7. PATENTS: The contractor shall obtain all licenses necessary to use any invention, article, appliance, process, or technique of whatever kind and shall pay all royalties and license fees. The contractor shall hold and save DMV, its officers, agents, and employees, harmless from any loss or liability for or on account of the infringement of any patent rights in connection with any invention, process, technique, article or appliance manufactured or used in the performance of the contract, including its use by DMV, unless such invention, process, technique, article, or appliance is specifically named in the specifications or drawings as acceptable for use in carrying out the work. If, before using any invention, process, technique, article, or appliance specifically named in the specifications or drawings as acceptable for use in carrying out the work, the contractor has or acquires information that the same is covered by letters of patent making it necessary to secure the permission of the patentee, or other, for the use of the same, he shall promptly advise DMV. DMV may direct that some other invention, process, technique, article, or appliance be used. Should the contractor have reason to believe that the invention, process, technique, article, or appliance so specified is an infringement of a patent, and fail to inform DMV, he shall be responsible for any loss due to the infringement.

8. INSPECTION:

- a. All material and workmanship shall be subject to inspection, examination, and test by DMV and its project inspector at any and all times during construction. The project inspector shall have authority to reject defective material and workmanship and require its correction. Rejected workmanship shall be satisfactorily corrected and rejected material shall be satisfactorily replaced with proper material without charge therefor, and the contractor shall promptly segregate and remove the rejected material from the premises. If the contractor fails to proceed at once with replacement of rejected material and/or the correction of defective workmanship, DMV may, by contract or otherwise, replace such material and/or correct such workmanship and charge the cost to the contractor, or may terminate the right of the contractor to proceed, the contractor and surety being liable for any damages.
- b. Job-site inspections, tests conducted on site or tests of materials gathered on site, which the contract requires to be performed by independent testing entities, shall be contracted and paid for by DMV. Examples of such tests are the testing of cast in-place concrete, foundation materials, soil compaction, pile installations, caisson bearings, and steel framing connections. Although conducted by independent testing entities, DMV will not contract and pay for tests or certifications of materials, manufactured products, or assemblies which the contract, codes, standards, etc. require to be tested and/or certified for compliance with industry standards such as Underwriters Laboratories, Factory Mutual, or ASTM. If there are any fees to be paid for such tests and certifications, they will be paid by the contractor. The contractor shall also pay for all inspections, tests, and certifications which the contract specifically requires him to perform or pay, together with any inspections and tests which he chooses to perform for his own quality control purposes. The contractor shall promptly furnish, without additional charge, all reasonable facilities, labor, and materials necessary and convenient for making such tests. Except as provided in © below, whenever such examination and testing finds defective materials, equipment, or workmanship, the contractor shall reimburse DMV for the cost of reexamination and retesting.

- c. Should it be considered necessary or advisable by DMV at any time before final acceptance of the entire work to make an examination of any part of the work already completed, by removing or tearing out portions of the work, the contractor shall on request promptly furnish all necessary facilities, labor and material to expose the work to be tested to the extent required. If such work is found to be defective in any respect, due to the fault of the contractor or his subcontractors, he shall defray all the expenses of uncovering the work, of examination and testing, and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the actual cost of the contractor's labor and material necessarily involved in uncovering the work, the cost of examination and testing and contractor's cost of material and labor necessary for replacement shall be paid to the contractor and he shall, in addition, if completion of the work has been delayed thereby, be granted a suitable extension of time.
- d. The project inspector will recommend to DMV that the work be suspended when in his judgment the drawings and specifications are not being followed. Any such suspension shall be continued only until the matter in question is resolved to the satisfaction of DMV. The cost of any such work stoppage shall be borne by the contractor unless it is later determined that no fault existed in the contractor's work.
 - a. The project inspector has no authority to and shall not:
 - b. Authorize deviations from the contract documents;
 - c. Enter into the area of responsibility of the contractor's superintendent;
 - d. Issue directions relative to any aspect of construction means, methods, techniques, sequences or procedures, or in regard to safety precautions and programs in connection with the work;
 - e. Authorize or suggest that DMV occupy the project, in whole or in part;
 - f. Issue a certificate for payment.

9. SUPERINTENDENCE BY CONTRACTOR:

- a. The contractor shall have a competent foreman or superintendent, satisfactory to DMV, on the job site at all times during the progress of the work. The contractor shall be responsible for all construction means, methods, techniques, sequences, and procedures, for coordinating all portions of the work under the contract except where otherwise specified in the contract documents, and for all safety and worker health programs and practices. The contractor shall notify DMV, in writing, of any proposed change in superintendent including the reason therefor prior to making such change.
- b. The contractor shall, at all times, enforce strict discipline and good order among the workers on the project, and shall not employ on the work any unfit person, anyone not skilled in the work assigned to him, or anyone who will not work in harmony with those employed by the contractor, the subcontractors, DMV or DMV's separate contractors and their subcontractors.
- c. DMV may, in writing, require the contractor to remove from the work any employee DMV deems to be incompetent, careless, not working in harmony with others on the site, or otherwise objectionable.

10. ACCESS TO WORK: DMV, DMV's inspectors and other testing personnel, and inspectors from the Department of Labor and Industry shall have access to the work at all times. The contractor shall provide proper facilities for access and inspection.

11. AVAILABILITY OF MATERIALS: If material specified in the contract documents is not available on the present market, alternate materials may be proposed by the contractor for approval of DMV.

12. CONTRACTOR'S TITLE TO MATERIALS: No materials or supplies for the work shall be purchased by the contractor or by any subcontractor subject to any security interest, installment or sales contract or any other agreement or lien by which an interest is retained by the seller or is given to a secured party. The

contractor warrants that he has clear title to all materials and supplies which he uses in the work or for which he accepts payment in whole or in part.

13. WARRANTY OF MATERIALS AND WORKMANSHIP:

- a. The contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the work under the contract shall be new, in first class condition, and in accordance with the contract documents. The contractor further warrants that all workmanship shall be of the highest quality and in accordance with contract documents and shall be performed by persons qualified at their respective trades.
- b. Work not conforming to these warranties shall be considered defective.
- c. This warranty of materials and workmanship is separate and independent from and in addition to any of the contractor's other guarantees or obligations in this contract.

14. USE OF PREMISES AND REMOVAL OF DEBRIS:

- a. The contractor shall:
 - (1) Perform his contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or with the work of any contractor;
 - (2) Store his apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other contractor; and
 - (3) Place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.
- b. The contractor expressly undertakes, either directly or through his subcontractor(s), to effect all cutting, filling, or patching of his work required to make the same conform to the drawings and specifications, and, except with the consent of DMV, not to cut or otherwise alter the work of any other contractor. The contractor shall not damage or endanger any portion of the work or premises, including existing improvements, unless called for by the contract.
- c. The contractor expressly undertakes, either directly or through his subcontractor(s), to clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly, and workmanlike appearance. No such refuse, rubbish, scrap material, and debris shall be left within the completed work nor buried on the building site, but shall be removed from the site and properly disposed of in a licensed landfill or otherwise as required by law.
- d. The contractor expressly undertakes, either directly or through his subcontractor(s), before final payment, to remove all surplus material, false work, temporary structures, including foundations thereof, plants of any description and debris of every nature resulting from his operations and to put the site in a neat, orderly condition; to thoroughly clean and leave reasonably dust free all finished surfaces including all equipment, piping, etc., on the interior of all buildings included in the contract; and to thoroughly clean all glass installed under the contract including the removal of all paint and mortar. Splatters and other defacements. If a contractor fails to clean up at the completion of the work, DMV may do so and charge for costs thereof to the contractor.
- e. During and at completion of the work, the contractor shall prevent site soil erosion, the runoff of silt and/or debris carrying water from the site, and the blowing of debris off the site in accordance with the applicable requirements and standards of the Virginia Erosion and Sediment Control Handbook, latest edition, and of the contract documents.
- f. The contractor shall not operate or disturb the setting of any valves, switches or electrical equipment on the service lines to the building except by proper previous arrangement with DMV.

The contractor shall give ample advance notice of the need for cut-offs which will be scheduled at the convenience of DMV.

14. PROTECTION OF PERSONS AND PROPERTY:

- a. The contractor expressly undertakes, both directly and through its subcontractor(s), to take every precaution at all times for the protection of persons and property which may come on the building site or be affected by the contractor's operation in connection with the work.
- b. The contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.
- c. The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia, issued by the Department of Labor and Industry under Title 40.1 of the *Code of Virginia* shall apply to all work under this contract.
- d. The contractor shall continuously maintain adequate protection of all his work from damage and shall protect DMV's property from injury or loss arising in connection with this contract. He shall make good any such damage, injury, or loss, except such as may be directly due to errors in the contract documents or caused by agents or employees of DMV. He shall adequately protect adjacent property to prevent any damage to it or loss of use and enjoyment by its owners. He shall provide and maintain all passageways, guard fences, lights, and other facilities for protection required by public authority, local conditions, any of the contract documents or erected for the fulfillment of his obligations for the protection of persons and property.
- e. In an emergency affecting the safety or life of persons or of the work, or of the adjoining property, the contractor, without special instruction or authorization from DMV, shall act, at his discretion, to prevent such threatened loss or injury. Also, should he, to prevent threatened loss or injury, be instructed or authorized to act by DMV, he shall so act immediately, without appeal. Any additional compensation or extension of time claimed by the contractor on account of any emergency work shall be determined as provided by paragraph O, of the General Terms and Conditions.

15. CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE THE CONTRACT: If the work should be stopped under any order of any court or other public authority for a period of ninety (90) days through no fault of the contractor or of anyone employed by him, or if DMV should fail to pay to the contractor within thirty (30) days when no dispute exists as to the sum, then the contractor may, upon ten (10) calendar days written notice to DMV, stop work or terminate the contract and recover from DMV payment for the cost of the work actually performed, together with overhead and profit thereon, but profit shall be recovered only to the extent that the contractor can demonstrate that he would have had profit on the entire contract if he had completed the work. The contractor may not receive profit or any other type of compensation for parts of the work not performed. The contractor may recover the cost of physically closing down the job site, but no other costs of termination. DMV may offset any claims it may have against the contractor against the amounts due to the contractor. In no event shall termination of the contract by the contractor terminate the obligations of the contractor's surety on its payment and performance bonds.

16. OWNER'S RIGHT TO TERMINATE THE CONTRACT FOR CAUSE:

- a. If the contractor should be adjudged as bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, DMV may terminate the contract. If the contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to subcontractors or suppliers of material or labor, or persistently disregards laws, ordinances, or the written instructions of DMV, or otherwise be guilty of a substantial violation of any provision of the contract, then DMV may terminate the contract.
- b. Prior to termination of the contract, DMV shall give the contractor and his surety ten (10) calendar days written notice, during which the contractor and/or his surety may rectify the cause of the termination. If rectified to the satisfaction of DMV within said ten (10) days, DMV may rescind its notice of termination. If it does not, the termination for cause shall become effective at the end of the

ten day (10) notice period. In the alternative, DMV may postpone the effective date of the termination notice, at its sole discretion, if it should receive reassurances from the contractor and/or its surety that the causes of termination will be remedied in a time and manner which DMV finds acceptable. If at any time more than ten (10) days after the notice of termination, DMV determines that contractor and/or its surety has not or is not likely to rectify the causes of termination in an acceptable manner or within the time allowed, then DMV may immediately terminate the contract for cause by giving written notice to the contractor and its surety. In no event shall termination for cause terminate the obligations of the contractor's surety on its payment and performance bonds.

- c. Notice of terminations, whether initial or given after a period of postponement, may be served upon the contractor and the surety by mail or any other means at their last known places of business in Virginia or elsewhere, by delivery to any officer or management/supervisory employee of either wherever they may be found, or, if no such officer, employee or place of business is known or can be found by reasonable inquiry within three (3) days, by posting the notice at the job site. Failure to accept or pick up registered or certified mail addressed to the last known address shall be deemed to be delivery.
- d. Upon termination of the contract, DMV shall take possession of the premises and of all materials, tools, and appliances thereon and finish the work by whatever method he may deem expedient. In such case the contractor shall not be entitled to receive any further payment. If the expense of finishing the work, including compensation for additional managerial and administrative services shall exceed the unpaid balance of the contract price, the contractor shall pay the difference to DMV, together with any other expenses of terminating the contract and having it completed by others.
- e. If it should be judicially determined that DMV improperly terminated this contract for cause, then the termination shall be deemed to be a termination for the convenience of DMV.
- f. Termination of the contract under this section is without prejudice to any other right or remedy of DMV.

17. TERMINATION BY OWNER FOR CONVENIENCE:

- a. Owner may terminate this contract at any time without cause, in whole or in part, upon giving the contractor notice of such termination. Upon such termination, the contractor shall immediately cease work and remove from the project site all of its labor forces and such of its materials as owner elects not to purchase or to assume in the manner hereinafter provided. Upon such termination, the contractor shall take such steps as owner may require to assign to DMV the contractor's interest in all subcontracts and purchase orders designated by owner. After all such steps have been taken to owner's satisfaction, the contractor shall receive as full compensation for termination and assignment the following:
 - 1. All amounts then otherwise due under the terms of this contract,
 - 2. Amounts due for work performed subsequent to the latest Request for Payment through the date of termination,
 - 3. Reasonable compensation for the actual cost of demobilization incurred by the contractor as a direct result of such termination. The contractor shall not be entitled to any compensation for lost profits or for any other type of contractual compensation or damage other than those provided by the preceding sentence. Upon payment of the forgoing, owner shall have no further obligations to the contractor of any nature.
- b. In no event shall termination for the convenience of DMV terminate the obligations of the contractor's surety on its payment and performance bonds.

18. GUARANTEE OF WORK:

- a. Except as otherwise specified, all work shall be guaranteed by the contractor against defects resulting from the use of inferior materials, equipment, or workmanship for one (1) year from the date of final acceptance of the entire project by DMV in writing. Equipment and facilities, which have

seasonal limitations on their operation, shall be guaranteed for one (1) full year from the date of seasonally appropriate tests and acceptance, in writing, by DMV.

- b. If, within the guarantee period, defects are noticed by DMV which require repairs or changes in connection with the guaranteed work, those repairs or changes being in the opinion of DMV rendered necessary as the result of the use of materials, equipment or workmanship, which are defective, or inferior or not in accordance with the terms of the contract, then the contractor shall, promptly upon receipt of notice from DMV, such notice being given not more than two weeks after the guarantee period expires, and without expense to DMV: (1) Place in satisfactory condition in every particular all of such guaranteed work and correct all defects therein; (2) Make good all damage to the structure, site, equipment, or contents thereof, which is the result of the use of materials, equipment, or workmanship which are inferior, defective, or not in accordance with the terms of the contracts; and (3) Make good any work, materials, equipment, contents of structures, and/or disturbance of the site in fulfilling any such guarantee.
- c. In any case, where in fulfilling the requirements of the contract or any guarantee embraced in or required thereby, the contractor disturbs any work guaranteed under contract, he shall restore such work to a condition satisfactory to DMV and guarantee such restored work to the same extent as it was guaranteed under such other contract.
- d. If the contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee, DMV may have the defects corrected and the contractor and his surety shall be liable for all expense incurred.
- e. All special guarantees applicable to definite parts of the work that may be stipulated in the specifications or other papers forming a part of the contract shall be subject to the term of this section during the first year of the life of such special guarantee.
- f. Nothing contained in this section shall be construed to establish a period of limitation with respect to any other obligation which the contractor might have under the contract documents, including liability for defective work under Section 17 of these additional terms and conditions. This paragraph relates only to the specific obligation of the contractor contained in this section to correct the work and does not limit the time within which his obligation to comply with the contract documents may be sought to be enforced, nor of the time within which proceedings may be commenced to establish the contractor's liability with respect to his other obligations under this contract.
- g. In the event the work of the contractor is to be modified by another contractor, either before or after the final inspection, the first contractor shall remain responsible in all respects under the guarantee of work and under any other warranties provided in the contract or by law. However, the contractor shall not be responsible for any defects in material or workmanship introduced by the contractor modifying its work. Both the first contractor and the contractor making the modifications shall each be responsible solely for the work done by each. The contractor modifying the earlier work shall be responsible for any damage to or defect introduced into the work which it is modifying. If any contractor shall claim that another contractor has introduced defects of materials and/or workmanship into the work of the first, it shall be the burden of the contractor making the claim to clearly demonstrate the nature and extent of such introduced defects and the responsibility of the other contractor. Any contractor modifying the work of another shall have the same burden if he asserts defects to have been caused by the contractor whose work he is modifying.

19. ASBESTOS:

- a. This subsection applies to projects involving existing buildings where asbestos abatement is not a part of the work. If the contractor discovers or inadvertently disturbs any material that may contain asbestos that has not been previously identified, that was overlooked during the removal, or which was deemed not to be friable or which was encapsulated, the contractor shall stop work in the area containing the asbestos, secure the area, and notify DMV immediately by telephone or in person with written notice as soon as possible. DMV will have the suspect material sampled. If the sample is positive and must be disturbed in the course of the work, DMV will have the material repaired or removed and will pay for the bulk sample analysis. If the material disturbed is not within the

contractor's authorized work and/or work area or under this contract, the contractor will pay for all associated sampling and abatement costs.

- b. If asbestos abatement is included as a part of the work, the contractor shall assure that the asbestos abatement work is accomplished by those duly licensed in accordance with the specific requirements of the contract documents.

XI. METHOD OF PAYMENT: Payment will be made upon completion of work and submission of an invoice for payment by the Contractor. Invoices shall be submitted to the Department of Motor Vehicles, Financial Management Services, P. O. Box 25700, Richmond, Virginia 23260.

XII. PRICING SCHEDULE:

The Contractor agrees to provide the goods and services in compliance with the scope of work and terms and conditions of the IFB for the following fixed price:

FIXED PRICE TO PROVIDE TRUCK SCALE REPLACEMENTS AT THE DUMFRIES MCSC:

LABOR \$_____

MATERIALS \$_____

GRAND TOTAL COST OF PROJECT: \$_____

XIII. OTHER ATTACHMENTS:

Attachment A - Contractors Forms

Attachment B - Typical Scale Pit Layout, sheet 1 of 1

Attachment C – Avery Weigh-Tronix Pier Construction Drawing, sheet 1 of 1

ATTACHMENT A – CONTRACTORS FORMS

These forms shall be completed in their entirety to be considered for this contract.

Form GC1	GENERAL CONTRACTOR DATA	IFB
12/28/01	All areas shall be completed to be considered	
Submitted By:		
GC Name and Address (Office location) Contractor's Registration #:	Years in Business a) Under present name b) Under other name: (list names)	
Phone #:	FAX #:	
FEIN/SSN:		
Names of Parent Companies (if any)	Specify Type of Ownership: <div style="display: flex; justify-content: space-between;"> ____ Sole Proprietor ____ MBE </div> <div style="display: flex; justify-content: space-between;"> ____ Partnership ____ SBE </div> <div style="display: flex; justify-content: space-between;"> ____ Professional Corp. ____ WBE </div> <div style="display: flex; justify-content: space-between;"> ____ Corporation </div>	
Names of at least two (2) persons that DMV can contact to schedule work: <i>Provide name and title of each person:</i>	Names of at least two (2) persons that will be responsible for payables and correspondence: <i>Provide name and title of each person:</i>	
Name and title of estimator/estimators:	Title and type of estimating software:	

<p>Names of material suppliers to be used for this contract:</p>	<p>Define the material standards you will use in the performance of this contract:</p>
<p>Names and trades of persons employed by the General Contractor: (for each person listed complete the GC personnel form) Form GC2</p>	<p>Names of sub-contractors to be used by the General Contractor on this contract: (for each sub listed here complete the attached sub contractor form) Form SC3</p>
<p>Term Contracts: (for each term contract complete the term contract form) Form TC4</p>	<p>Single project contracts: (for each single project contract complete the single project contract form) Form SP5</p>

Form GC2	GENERAL CONTRACTOR DATA	IFB
12/28/01	All areas shall be completed to be considered	
Submitted By:		
Names and trades of personnel employed by the General Contractor that may be used in the performance of this contract:		
Name of Person:		
Trade/specialty:		
Certifications and DPOR registration:		
Time employed with General Contractor:		
Currently employed by General Contractor: Yes No		
Recent consecutive years in the trade:		
Name of Person:		
Trade/specialty:		
Certifications and DPOR registration:		
Time employed with General Contractor:		
Currently employed by General Contractor: Yes No		
Recent consecutive years in the trade:		
Name of Person:		
Trade/specialty:		
Certifications and DPOR registration:		
Time employed with General Contractor:		
Currently employed by General Contractor: Yes No		
Recent consecutive years in the trade:		
Name of Person:		
Trade/specialty:		
Certifications and DPOR registration:		
Time employed with General Contractor:		
Currently employed by General Contractor: Yes No		
Recent consecutive years in the trade:		
Name of Person:		
Trade/specialty:		
Certifications and DPOR registration:		
Time employed with General Contractor:		
Currently employed by General Contractor: Yes No		
Recent consecutive years in the trade:		

Form SC3	SUB CONTRACTOR DATA		IFB
12/28/01	All areas shall be completed to be considered		
Submitted By:			
SC Name and Address (Office location)		Years in Business	
Contractor's Registration #:		b) Under present name	
		b) Under other name: (list names)	
Phone #:		FAX #:	
FEIN/SSN:			
Names of Parent Companies (if any)		Specify Type of Ownership:	
		____ Sole Proprietor ____ MBE	
		____ Partnership ____ SBE	
		____ Professional Corp. ____ WBE	
		____ Corporation	
Submitted By:			
Names and trades of personnel employed by the Sub Contractor that may be used in the performance of this contract:			
Name of Person:			
Trade/specialty:			
Certifications and DPOR registration:			
Time employed with Sub Contractor:			
Currently employed by Sub Contractor: Yes No			
Recent consecutive years in the trade:			
Name of Person:			
Trade/specialty:			
Certifications and DPOR registration:			
Time employed with Sub Contractor:			
Currently employed by Sub Contractor: Yes No			
Recent consecutive years in the trade:			

